

# CITY OF FORT PIERCE

## CONFERENCE AGENDA

Conference Agenda Meeting - Monday, September 9, 2019 - 9:00 a.m.  
City Hall - Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **New Business**
  - a. Review of proposed RFP for the management of the animal shelter located at Savannah Road and contract and lease updates.
5. **City Commission Boards and Committees Updates**
6. **COMMENTS FROM THE PUBLIC**

Any person who wishes to comment on any subject may be heard at this time. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to thirty minutes. The City Commission will not be able to take any official actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.
7. **Adjournment**

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.

**City Commission Conference Agenda**

**4.a.**

**Meeting Date:** 09/09/2019

**Re:** Animal Care and Services RFP

**Submitted For:** Peggy Arraiz, Code Compliance Manager, Code Enforcement

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**SUBJECT:**

Review of proposed RFP for the management of the animal shelter located at Savannah Road and contract and lease updates.

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**Attachments**

Draft RFP

Demand to HS

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
City Manager	Peggy Arraiz	08/14/2019 11:45 AM
City Manager	Peggy Arraiz	09/04/2019 03:06 PM
City Manager	Nick Mimms	09/05/2019 11:11 AM
Form Started By: Peggy Arraiz		Started On: 08/14/2019 11:43 AM
Final Approval Date: 09/05/2019		

## SECTION IV

### INSTRUCTIONS TO PROPOSERS

#### SUMMARY

The Fort Pierce Animal Shelter has, in the past, been operated and managed by the Humane Society of St. Lucie County. They operated as an independent entity from the City of Fort Pierce, leasing the land on which the shelter is located. It is vital to maintain an animal shelter that is easily accessible to all the residents of the City of Fort Pierce, St. Lucie County and the City of Port St. Lucie and do so in a fiscally responsible manner. It is also of equal importance that the shelter be operated as an “open admission” shelter, which accepts all domestic animals brought through its doors and which can provide affordable veterinary care to those animals in need.

The City of Fort Pierce, Florida is seeking proposals from qualified firms or organizations (“Proposer”) to provide **a Lease of and Full Operational Management for the Fort Pierce Animal Shelter, an open admission animal shelter and veterinary center, located at 100 Savannah Road, Fort Pierce, FL 34950.**

#### A. OBJECTIVES

The City of Fort Pierce is seeking to have the Fort Pierce Animal Shelter operated in a professional manner to achieve the following goals:

1. The primary objective of the shelter is to provide an open admission animal shelter to take in all domestic animals that are surrendered by the residents of the entire St. Lucie County area, both incorporated and unincorporated, or impounded by Animal Control Officers or other Law Enforcement personnel.
2. Offer professional, friendly customer service. All customers are to be treated in a manner that conveys respect and courtesy regardless of the cause or nature of their visit.
3. Offer low cost veterinary services, specifically vaccinations and sterilization surgeries, to pet owners. The City of Fort Pierce and its municipal partners strongly support spaying and neutering of all animals and all animals are required by state statute and local ordinance to be sterilized prior to any adoption.
4. Provide adequate and necessary care to all animals under its oversight. This includes medical attention to injured/sick animals, basic vaccinations, flea/tick treatments, testing and treating for worms, and if necessary, humane euthanasia.
5. Provide and promote adoption services to area residents.
6. Operate a volunteer program and actively participate in public education programs that promote responsible pet ownership.

7. To be a self-sufficient operation, through fundraising efforts, adoptions, and veterinarian services, supplemented by public funds as determined through a service contract with the three local jurisdictions.

## **B. SUMMARY OF REQUEST FOR PROPOSAL INFORMATION**

The Proposer(s) selected to enter into any lease and management contract agreement with the City of Fort Pierce will be expected to manage the operations consistent with modern management trends in the animal control/sheltering industry.

In addition to the services provided via the Management Service agreement with the City, the selected Proposer is required to enter into a unified service agreement with the City of Fort Pierce, City of Port St. Lucie and St. Lucie County. Such service agreement will address items including, but not limited to, impoundment fees, special case handling, compliance with local ordinances, and insurance requirements.

In regard to the Purchasing processes and procedures outlined in previous and subsequent sections, "City" shall mean only the City of Fort Pierce, acting as the main and administering contract agency for this solicitation.

The City of Fort Pierce is requesting the submission of written proposals, with detailed information, by the company, organization or individuals who are interested in submitting for management and lease of ALL operations and maintenance for the Fort Pierce Animal Shelter, including surrendered/impounded animals, adoptions, veterinary care, public outreach, collections and regulatory reporting. Proposers are to refer to the following:

Each exhibit provided reflects The City of Fort Pierce's specifications and expectations.

### **SCOPE OF SERVICES**

1. **TRANSITION PLAN.** Proposers should submit a transition plan indicating how the Proposer will assume the services currently provided in a smooth and orderly fashion.
2. **ACCEPTANCE OF ANIMALS.** The provider shall accept all domestic animals either surrendered by area residents or impounded by an Animal Control Officer (ACO) or other Law Enforcement personnel. This includes live strays, deceased animals for disposal and owner surrenders for adoption or euthanasia.
3. **SPECIAL HANDING.** The Proposer must ensure that animals with ACO / Police holds, quarantines or pets held in protective custody are isolated in an area not accessible to the public. Any animal in protective custody is not to be removed from the isolated area without the express permission from the impounding authority, except for providing basic care (walks/exercise) or medical care.
4. **ADOPTION.** The Proposer shall be responsible for making every reasonable effort to prepare and present animals for adoption to the public and to facilitate the same. The Proposer shall, prior to euthanasia, release the animal to an animal rescue or adoption organization if requested by the organization or rescue. Animal Control Officers reserve the right to deem an animal "dangerous" and therefore unsuitable for adoption.
5. **EUTHANASIA.** Arrange and/or provide for the humane euthanasia and disposal of aged, injured/sick or unwanted animals as necessary. This shall be accomplished in a manner approved by the State of Florida by an individual certified to perform such

procedure, which shall not subject such animals to unnecessary pain. Proposer should make every effort not to euthanize any healthy and adoptable animal.

6. CARE. The best possible care and treatment shall be given to all animals held in custody. Adequate housing and food shall be provided and the shelter shall not be overpopulated. All kennels are to be kept in a sanitary condition with animal waste collected and disposed of properly. The Proposer shall have veterinary services available during normal business hours. Animal owners remain responsible for all routine or emergency veterinary care costs.
7. COLLECTION OF FEES. The Proposer shall be responsible for collecting all fees (ex: license fees, spay/neuter fees, impound fees, etc.) due and issuing receipts for payment prior to releasing any animals. The collected fees shall be remitted to the appropriate municipality by the 5<sup>th</sup> day of each month, following the end of the prior month.
8. LICENSES. The Proposer is required to issue animal registrations or ensure a registration already exists for every animal either adopted by or returned to a resident of any municipality of the County or the unincorporated areas of the County.
9. RECORDS. The Proposer shall keep comprehensive records of every animal brought to the shelter and submit regular monthly reports to each jurisdiction in accordance with the service contract. The Proposer shall be required to develop its own records keeping procedure and maintain records of all animals it handles in the performance of the contract and in compliance with State Statute 823.15, as amended.
10. VETERINARY CARE. The Proposer is expected to provide the following types of care:
  - a. Provide low cost vaccinations and sterilization surgeries to qualified residents.
  - b. Provide emergency care as needed during normal business hours.
  - c. Provide basic first aid and standard services including but not limited to treating minor wounds, injuries, worms, fleas and ticks, to all impounded animals, unless it is determined that the animal is unable to be saved.
  - d. Ensure all animals are sterilized prior to being adopted as required by State Statute 823.15.

### **STRUCTURES AND FACILITIES**

There are multiple buildings on the shelter property located at 100 Savannah Road, including a two-story office building, a surgery center, three (3) dog runs, a cat house, and several miscellaneous use auxiliary structures. The City of Fort Pierce will require the approved Proposer to utilize this facility in providing sheltering and adoption services.

The facility occupancy shall be accomplished by lease of the premises by the Proposer in an amount to be proposed in direct payment by the Proposer to the City. The Proposer shall be responsible for all maintenance including preventive maintenance for all equipment, facility and property as well as all utilities. The facility shall be maintained in a neat, clean and sanitary condition, in compliance with all applicable governmental statutes, ordinances, rules and regulations and in conformity with established standards for humane animal care.

The City of Fort Pierce reserves the right to make inspections of the facility to assure compliance with the scope of work outlined above and ensure the animals are cared for in a humane manner. In the event of a conflict between the terms of the lease agreement and the terms of this RFP, the terms of the lease agreement shall control.

### **EVALUATION OF SERVICES**

The City of Fort Pierce intends to protect its interests and ensure that expectations are met. The details of the animal shelter evaluation are outlined below.

1. A written animal shelter evaluation report will be issued semi-annually by the City Manager or Designee which shall be coordinated with the Proposer's Shelter Manager. Action items shall be addressed immediately by the Proposer with dates of completion documented weekly.
2. The City Manager or Designee (City Representative) shall, on a bi-monthly basis or as necessary, inspect some or all of the animal shelter operations for purposes of ensuring Proposer's compliance with the scope of services. In conducting such inspection and evaluation, The City Representative shall complete applicable portions of the Animal Shelter Operations and Maintenance Standards form and shall promptly thereafter provide Proposer a copy of the completed form or applicable portion. The City Representative shall act reasonably and in good faith in making the determination of whether the Proposer has met the standards identified in the scope of services for the applicable areas being evaluated.
3. The animal shelter operations and maintenance components shall be rated as "Acceptable," "Needs Improvement," or "Unacceptable." An overall rating using the same scale shall also be determined. The City Representative's rating of an item as "Unacceptable" or "Needs Improvement" shall, upon Proposer's receipt of the Animal Shelter Operations and Maintenance Standards form, constitute a Notice of Deficiency with respect to the deficient item(s). Rating Scale shall be as outlined below:

a. Acceptable	95 – 100
b. Needs Improvement	81 – 94
c. Unacceptable	80 and below
4. Within one (1) week after receipt of the Animal Shelter Operations and Maintenance Standards form, the City Representative and the Shelter Manager shall meet to review the deficient item(s), including the corrective actions the shelter manager intends to take to correct the deficient item(s) and the time schedule for completion of corrective action. The proposed corrective action and the time schedule shall be approved by the City Representative. When a deficient item has been satisfactorily corrected, the Shelter Manager shall notify the City Representative.
5. If Proposer obtains an overall rating of "Unacceptable" for a period of two (2) consecutive reviews, or fails to take action to timely correct any deficient item(s), a Proposer complaint shall be submitted to the City of Fort Pierce Purchasing Department notifying them that the Proposer is in material breach of their contract, which may result in the lease and contract termination. In addition, any failure to achieve an overall rating of "Acceptable" for any four (4) reviews within any single

calendar year, will be considered as a material breach of the contract, which may result in the lease and contract termination.

6. The following items shall be considered exclusions for the purpose of determining whether there have been two consecutive reviews with overall ratings of "Unacceptable" and for the purpose of determining whether an outstanding deficient item has been timely corrected:
  - a. Any outstanding deficient item that the Shelter Manager is diligently and timely correcting in accordance with the time schedule jointly agreed to by the City Manager or Designee and the Shelter Manager;
  - b. Any deficient item in which the correction is considered a Capital Improvement but only if and to the extent Proposer, in light of its expertise and experience as a manager of an animal shelter, could not have taken reasonable measures to prevent or mitigate the deficient item from occurring;
  - c. Any deficient item that the Shelter Manager is unable to correct because of the occurrence of a "Force Majeure Event", but only to the extent the Proposer, in light of its expertise and experience as a manager of an animal shelter, could not have taken reasonable measures to prevent or mitigate the Force Majeure Event.

## SECTION V

### A. PURPOSE/INTENT

This Request for Proposal (RFP) is issued by The City of Fort Pierce, Florida. The purpose of this RFP seeks to establish a contract and lease for the management of an open admission animal shelter, adoptions, and veterinary services for all domestic animals.

The animal shelter is located in Fort Pierce, Florida. The City is seeking an Operator that has experience and knowledge in managing a full-service animal shelter, is financially stable, and shows strength in customer service commitment, public outreach and education. The initial term of this agreement is intended to be for five (5) years, with three (3) optional five (5) year renewals.

The successful Proposer shall manage shelter operations for all animals that are impounded or quarantined by Animal Control Officers, Law Enforcement personnel as well as all domestic animals surrendered by area residents.

All Proposers shall submit as part of their proposal an Operational Management Plan, setting out how they propose to operate and manage the animal shelter, including hours of operation and public access, and include a proposed budget and proposed lease agreement. The successful Proposer will be the qualified, experienced Proposer whose proposal is most responsive to the City of Fort Pierce's goals and whose plan provides a realistic management plan and budget. The intent of this RFP is to award a contract in the form of a five-year Operating Agreement and Lease Agreement to a responsive Proposer whose proposal conforms to the requirements of this RFP, is most advantageous to The City of Fort Pierce, with price and other factors considered.

### B. PROPOSAL OPENING DATE

Proposals are due on or before **TO BE DETERMINED**. Five (5) copies of sealed proposals (one original and four copies) shall be mailed or delivered to:

**Delivery Address:**

**City of Fort Pierce**

**100 North U.S. #1**

**Fort Pierce, FL 34950**

**Mailing Address:**

**City of Fort Pierce**

**P.O. Box 1480**

**Fort Pierce, FL 34954-1480**

Proposals should be enclosed in a sealed envelope clearly marked on the outside with the following information: proposal name, proposal number, due date/time, proposer name, and proposer address and phone number.

Copies of the proposal documents are available electronically from the Procurement Department by e-mail request to [biddesk@cityoffortpierce.com](mailto:biddesk@cityoffortpierce.com) or on the web site of Demandstar.com ([www.demandstar.com](http://www.demandstar.com)) and Public Purchase.com ([www.publicpurchase.com](http://www.publicpurchase.com)).

Any proposals received after the designated time and date listed above will be returned unopened.

All proposals and qualifications will be publicly opened at the time and place specified. In accordance with Section 2-63(2)(d) of the City of Fort Pierce Code, "No proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. **The register of proposals shall be open for public [viewing] only after contract award.**"

### **C. SELECTION PROCESS AND AWARD**

All proposals will be evaluated by an Evaluation Committee in accordance with the criteria set forth in the RFP documents. The City of Fort Pierce will not be liable for any costs incurred by the Proposer in connection with proposals or presentations.

The City of Fort Pierce reserves the right to accept or reject any or all proposals with or without cause, to waive technicalities, or to accept the proposal, which, in its judgment, best serves the interest of the City of Fort Pierce. In the event contract(s) are to be awarded, it will be to the Proposer that demonstrates, in the City of Fort Pierce's opinion, the highest degree of compliance with the evaluation criteria, who will thereafter enter into a written Agreement with the City of Fort Pierce. The Proposer(s) understands that this RFP does not constitute an agreement or a contract with the Proposer. The City of Fort Pierce reserves the right to reject all proposals, to waive any formalities, and to solicit and re-advertise for new proposals, or to abandon the project in its entirety.

### **D. PROPOSAL WITHDRAWAL**

Proposers may withdraw their proposal by notifying the City of Fort Pierce in writing at any time prior to the time set for the proposal deadline. Proposers may withdraw their proposal in person or through an authorized representative. Proposers and authorized representatives must disclose their identity and provide a signed receipt for the proposal. Proposals, once opened, become the property of the City of Fort Pierce and will not be returned to the Proposers.

No additional information may be submitted, or follow-up performed by any Proposer after the stated due date outside of a formal presentation requested by the Evaluation Committee.

### **E. CONTACT**

All prospective Proposers are hereby instructed not to contact any employee or elected official of the City of Fort Pierce, Florida other than the noted contact person regarding this RFP. Any such contact may be cause for rejection of your proposal.

No RFP may be withdrawn for a period of 90 days after time has been called on the date of opening.

### **F. INQUIRIES/QUESTIONS**

All inquiries will be in a written format and addressed to the Purchasing Manager.

**TO**

City of Fort Pierce  
Gelencia Carter  
Purchasing Manager  
P. O. Box 1480  
Fort Pierce, FL 34954-1480  
Fax: (772) 467-3848  
Email: [biddesk@city-ftpierce.com](mailto:biddesk@city-ftpierce.com)

No inquiries will be responded to if received within seven (7) calendar days of the proposal date.

**G. CERTIFICATE OF INSURANCE**

Proposer shall procure, at its own expense, insurance according to the insurance requirements listed in Section III of these specifications. The insurance shall become effective prior to the lease and contract becoming effective and shall be maintained in force until the expiration or termination of the contact and lease..

**H. BUSINESS TAX RECEIPT**

Provide a valid Business Tax Receipt (formally known as an Occupational License) from your jurisdiction, if required, with your proposal submittal.

**I. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM**

The Proposer will be required to return a completed W-9 Taxpayer Identification Form with the Proposal Response Form.

**J. MINORITY PARTICIPATION AND OUTREACH PROGRAM**

Describe your firm's program and/or policies in regard to non-discrimination, including the firm's history of Minority and Women Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms or Proposers who can speak to your firm's utilization of M/WBE on previous projects, if available.

**K. PURCHASING CARD PROGRAM**

The City has implemented a **Purchasing Card Program**. The selected Proposer(s) can take advantage of this program and in consideration receive payment within several days, instead of the City's policy of Net 30 Days After Receipt of Invoice (ARI). **Any percentage off the bid price for the acceptance of Visa will be considered in the bid award.** If no such percentage is given, the City shall assume 0% discount applies.

Proposers are requested to state in their proposal under additional data, if they will honor the VISA Purchasing Card. In the event of failure on the part of the Proposer to make this statement, the City shall assume the purchase or Contract price shall be governed by the Net 30 ARI (after receipt of invoice).

**L. CONTRACT TERMS**

Management and operation of all facets of the Animal Shelter on a short term basis (five (5) years with a possible renewal of three (3) additional five (5) years) on behalf of the City of Fort Pierce.

## SECTION VI

### INSTRUCTIONS FOR PREPARING PROPOSALS

**\*\*NOTE: The Proposer must use sections and tabs which are clearly identified and also must number and label all parts, pages, figures, and tables in its proposal. Additional tabs may be appended which contain any other pertinent matters which the Proposer wishes the City to take into consideration in reviewing the proposal.**

#### A. GENERAL

The Proposer warrants its response to this Request for Proposals to be fully disclosed and correct. The Proposer must submit a response complying with this RFP, and the information, documents and material submitted in the proposal must be complete and accurate in all material aspects. All proposals must contain direct responses to the following questions or requests for information and be organized so that specific questions being responded to are readily identifiable and in the same sequence as outlined below.

Proposers are advised to carefully follow the instructions listed below in order to be considered fully responsive to this RFP. Proposers are further advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Proposer. Failure to provide requested information may result in disqualification of response.

The proposal must be submitted on 8 1/2" x 11" paper, numbered, typewritten, with headings, sections, and sub-sections identified appropriately.

It is expressly understood that the Evaluation Committee's preference/selection of any proposal does not constitute an award of a Contract with the City of Fort Pierce. It is further expressly understood that no contractual relationship exists with the City of Fort Pierce until a contract has been formally executed by both the City of Fort Pierce and the selected Proposer. It is further understood, no Proposer may seek or claim any award and/or reimbursement from the City of Fort Pierce for any expenses, costs, and/or fees (including attorneys' fees) borne by any Proposer, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Proposer.

#### B. PROPOSAL SECTIONS

The proposal must be divided into seven (7) sections with reference to parts of this RFP done on a section number/paragraph number basis. The seven (7) sections shall be named:

1. Letter of Transmittal
2. Experience and Qualifications
3. Business Plan
4. Financial Plans and Oversight

5. Staffing and Professional Qualifications
6. Facility Rental / Lease Agreement
7. Supplemental Documents

**C. LETTER OF TRANSMITTAL**

**Proposer's Letter**

The Proposal letter shall be addressed to the City of Fort Pierce, Florida Purchasing Manager and shall include at a minimum the following:

1. Name of Individual, Partnership, Company, Organization or Corporation submitting proposal;
2. Contact information for proposal submittal questions and future performance questions;
3. Statement that all terms and conditions of the RFP are understood and acknowledged by the undersigned;
4. Signature(s) of representative(s) legally authorized to bind the Proposer.

**Corporate Information**

If a Proposer is a corporation, it must be certified with the Florida Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, they must present evidence of authority to do business in the State of Florida and the City of Fort Pierce prior to the signing of a contract.

**Executive Summary**

The Proposer will include an Executive Summary (maximum 3 pages) that states how it views this contractual opportunity and provide an overview of its proposed approach.

**D. EXPERIENCE AND QUALIFICATIONS**

The Proposer must have a proven track record of successful management of an animal shelter, veterinary practice or other related animal service. A minimum of five (5) years' experience is preferred. Staff certifications would include a Florida Licensed Veterinarian, Certified Veterinarian Technician, Certified Euthanasia Technician and a Certified Professional Dog Trainer/Behaviorist.

In order to determine if a proposing firm has adequate experience, the Proposer needs to provide answers for the following questions or requests for information as they relate to its existing operation of similar facilities. Proposers shall answer all questions.

1. Indicate the number of years the Proposer has been providing these types of services.
2. Provide a listing and description of facilities or business operations managed by the Proposer.
3. Provide a brief description of the location and demographics overview for each location operated.
4. Demonstrate the Proposer's ability to promote adoptions and public education.
5. Indicate how the Proposer has elevated the image of other facilities you operate.

6. Please provide a list of five (5) references that can describe your previous performance in the management, operations, and maintenance of facilities for whom the Proposer has provided services comparable to those described in this RFP, including:
  - a. Name of entity (firm, city, etc.).
  - b. Address of entity.
  - c. Name, title, e-mail address, phone, and fax of a contact for the entity.
  - d. Number of years Proposer has served the entity.
  - e. Brief summary of scope of services provided, and type of contract.
  - f. Brief summary of measures of success of your operations.
7. Provide legal history of the company including, but not limited to:
  - a. Proposer shall disclose if it has made any claims for extra payment or increases in compensation during the course of its agreements.
  - b. List any history of claims, litigation, arbitration, and/or termination for cause associated with any work contracted on any project in the past ten (10) years.
  - c. Has the Proposer had a contract terminated for default within the past ten (10) years?
  - d. Has the Proposer filed any lawsuits, requested arbitration, or been involved in any litigation with regard to your contract activity within the last ten (10) years?
  - e. Does the Proposer have any judgments, claims, arbitration proceedings, or lawsuits pending?
  - f. Has the Proposer filed for Chapter 7, 11 or 13 bankruptcies in the past ten (10) years?
  - g. List any current litigation in the State of Florida.
  - h. If Proposer has no history of litigation, claims, or disputes, please so state.

**E. BUSINESS PLAN**

This section details the components to be included in the Proposer's Business Plan describing the services to be performed and the manner in which they will be performed. Such description should, at a minimum, provide the following information:

1. Proposer's understanding of the project.
2. Overall project plan with a listing of all major tasks to be performed by the Proposer and the deliverable products associated with each task
3. Listing and annotation as to the manner in which the Proposer proposes to meet each provision stipulated in this RFP.
4. Examples of measurable goals and objectives that can be incorporated in the agreement.
5. List of any exceptions taken to the provisions of this RFP.

Below are the City of Fort Pierce's minimum expectations. Explain how you will meet those expectations. The Proposer is encouraged to exceed minimum expectations, explain how, and project the resulting performance and financial benefits to the City of Fort Pierce.

**Complete Management Services Proposal**

The Proposer will be responsible for providing, at a minimum, the following:

1. Managing general site operations, including impounds, adoptions, veterinary clinic and maintenance of buildings and all other outdoor spaces including the parking lots.
2. Describe the administration for managing the shelter and the operations of a low cost veterinary clinic.
3. Detail the types of support anticipated from volunteers.
4. Detail adoption policies and strategies and related community outreach.
5. Provide protocols for safety including the safety of the animals, the staff, volunteers and all visitors to the facility.
6. Develop and implement all critical business systems including but not limited to: preparing audits, completing asset inventories, developing personnel management procedures, paying all taxes, licenses and utilities and providing all required reports and accounting. Providing appropriate insurance and indemnifying and holding the City of Fort Pierce harmless from any liability arising from the operation of the animal shelter and related activities.
7. Implement a comprehensive records management policy that addresses all mandatory reporting requirements of the state.

## **F. FINANCIAL PLANS AND OVERSIGHT**

### **Revenue and Expense Models**

Proposer shall develop and submit an annual operating budget and financial plan (detailed pro forma) that demonstrates a viable revenue and expense model for the period of the proposed term of the agreement.

The income portion shall include all avenues of revenue including but not limited to fundraising, memberships, adoptions and costs for services provided.

The expense portion (model) shall include all of the anticipated operating costs including but not limited to materials, pharmaceuticals and equipment as well as any capital improvement costs. Any fixed capital improvements shall become the property of the City of Fort Pierce, Florida upon termination or expiration of the term of the agreement.

### **Oversight**

The City of Fort Pierce wants to achieve and maintain effective public-private relationships. Visibility is of utmost importance. The City of Fort Pierce will maintain oversight and facilitate timely communications.

The Proposers shall include procedures to measure customer satisfaction and level of performance of contract requirements. Summary reports will be filed with the City of Fort Pierce at least twice per calendar year, in March and September of each year.

Also, Proposers should recommend methods that the City of Fort Pierce and the Proposer management can jointly use to insure that objectives are met and that requirements are fulfilled.

## **G. STAFFING AND PROFESSIONAL QUALIFICATIONS**

Proposer shall include a staffing plan for the Fort Pierce Animal Shelter and shall indicate the following:

1. Identify the overall manager and other key personnel by name with their skills, background and credentials. Include references and proposed job descriptions. If you cannot at this time identify the person by name, supply the required qualifications and detail how you will secure that individual.
2. The Proposer must have staff that includes at a minimum one (1) full-time Florida Certified Veterinarian and one (1) full-time Certified Veterinarian Technician.
3. Provide staffing levels, and an organizational chart, for each segment of your overall local organization. Provide an organizational summary that will highlight the experience and the role of the individuals who will be directly involved in the management of Fort Pierce Animal Shelter. Include a listing of all personnel that will be assigned to the project along with a summary of their qualifications and specific responsibilities for the project.

## **H. FACILITY RENTAL / LEASE AGREEMENT**

The Proposer agrees to provide to the City a monthly rental fee for use of the animal shelter facilities and grounds.

If Proposer wishes to propose capital improvements, please provide a clearly defined plan and how it will be financed. Any capital improvements made during the term of the contract must be properly permitted and shall become the property of the City upon expiration or termination of the lease and contract.

## **I. EVALUATION OF PROPOSALS**

### **Evaluation Method**

The City of Fort Pierce shall appoint an Evaluation Committee to evaluate Proposals, considering both the written proposal and reference checks. Upon completion of the evaluations the Evaluation Committee will recommend to the City of Fort Pierce, Florida, the Proposer(s) which offer the best value to the City of Fort Pierce, taking into consideration the importance of the evaluation factors set forth below.

The Evaluation Committee will review and evaluate the proposals for the purpose of ranking them in relative position based on how fully each proposal meets the criteria for each category. The City of Fort Pierce shall be the sole judge of its own best interests and evaluation of Proposals.

The City of Fort Pierce's decisions will be final. The ranking of Proposals will be at the sole discretion of the Evaluation Committee and any protests by any Proposer that is not selected or short listed will not be considered.

The City of Fort Pierce reserves the right to negotiate a contract with the highest evaluated Proposer as determined by the Evaluation Committee and approved by the City Commission. The City of Fort Pierce reserves the right to negotiate with the selected Proposer the exact terms and conditions of the contract. Should negotiations with the

highest evaluated Proposer not produce an acceptable contract, the City of Fort Pierce reserves the right to begin negotiations with the second highest qualified Proposer, and so on, until an acceptable contract is negotiated, or to break off negotiations with all firms and not award a contract. The responsibility for final selection and award of a contract rests solely with the City of Fort Pierce and it has the sole discretion at which option it believes will best meet the interests of the community. The City of Fort Pierce shall not be liable to any Proposer for costs associated with responding to this RFP, of Proposer's participation in any oral interview, or any cost associated with negotiations.

Based upon preliminary scoring of the written Proposals, the Evaluation Committee will shortlist the top three (3) firms and may invite those firms to make a presentation so that the Proposer can further present the proposal and discuss various components of the Proposal. Following the presentations, if applicable, the Evaluation Team will rank the shortlisted firms considering both the written proposal and presentation. Proposer presentations/demonstrations shall be at a City site, at a date and time mutually agreed to between the City of Fort Pierce and Proposer, and shall be at the Proposer's expense. Evaluation Committee members will individually score each responsive and responsible proposal using the criteria below. Total score for each response will be tabulated for each Evaluation Committee member. Using those scores, each response will be ranked.

**Evaluation Criteria**

Proposals will be evaluated using the following factors and assigned values:

#	Criteria	Points
1	Proposal Overview	25
2	Professional Qualifications	20
3	Business Plan	20
4	Adoption Program and Outreach Programs	20
5	Low-cost veterinary clinic operations	20
6	Financial Benefit to the City of Fort Pierce	10
7	Volunteer and civic organization programs	10
8	Proximity to the Area. See Section II – Locality Rating Table	25
	Total	150

**J. TERMINATION OF CONTRACT WITHOUT CAUSE**

If for any reason The City of Fort Pierce wishes to terminate the operational contract, it may do so without cause with 90 days' notice.

**When in the best interest of The City of Fort Pierce,**

**the City of Fort Pierce reserves the right to request additional fee information and to request a “Best and Final” offer.**

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August 27, 2019

**Hand Delivery Via Process Server**

Humane Society of St. Lucie County, Inc.  
8890 NW Glades Cut-Off Rd.  
Port St. Lucie, Florida 34986  
Attention: Mary Jean Navaretta, President

**Hand Delivery Via Process Server**

Humane Society of St. Lucie County, Inc.  
c/o Stephen Navaretta, Registered Agent  
7309 Reserve Creek Drive  
Port St. Lucie, Florida 34986

**Hand Delivery Via Process Server**

Humane Society of St. Lucie County, Inc.  
100 Savannah Road  
Ft. Pierce, Florida 34982

**Re: Notice of Default of Lease Agreement with the City of Ft. Pierce, Florida**

Dear Sir or Madam:

Our law firm has been retained to represent the City of Ft. Pierce (hereinafter the "City") with regard to the City's lease agreement with the Humane Society of St. Lucie County, Inc., (hereinafter the "Humane Society") dated October 5, 1987 (hereinafter the "Lease"). Please direct all future correspondence or other communication in this matter directly to my attention.

The Lease is for a 50 year term which commenced on October 5, 1987 and ends on October 5, 2037. The Lease contains the following sections addressing the responsibility for maintenance and upkeep of the leased premises located at 100 Savannah Road, Ft. Pierce, Florida 34982:

3. The Lessee, at its own expense, in addition to the annual rental shall be responsible for all maintenance, upkeep and repairs, both inside and outside of all buildings now located on the above described lands, and any other structure or buildings erected thereon during the tenure of this Lease.
8. ....Throughout the term of this Lease, if the demised premises or any building or improvement now or hereafter erected thereon shall, during the term hereof, be destroyed or damaged in whole or in part by fire or other cause, the same shall be promptly repaired, rebuilt and replaced by the Lessee at its own expense.

11. In the event that the Lessee shall construct any building or improvements on the demised premises, the Lessee will at its own expense make all interior and exterior repairs to the same, it being the intent that the Lessee shall assume full and entire responsibility in respect of any such building or improvements, and the repair and upkeep thereof and the provision hereof in regard to repairs to buildings shall also apply to the buildings now located on the demised premises....

I am enclosing a copy of the Code Enforcement Property Maintenance Inspection Report which details the deficiencies in the required maintenance, upkeep and repair of the leased premises as of August 6, 2019. As you will note, the deficiencies are significant. I am also enclosing a flash drive containing numerous photographs of the leased premises which were taken by Code Enforcement and the Building Department on the date of the August 6, 2019 inspection. The photographs further show the nature of the deficient maintenance, upkeep and repair.

In accord with Section 12 of the Lease, the City is hereby providing the Humane Society with fifteen (15) day's written notice of the City's intent to terminate the Lease in the event all of the deficiencies as set forth in the enclosed Code Enforcement Property Maintenance Inspection Report, and further detailed by the photographs, are not fully rectified within the 15 day period. Code Enforcement and the Building Department will be making an additional inspection of the leased premises on or about Monday, September 16, 2019 to determine if all of the deficiencies have been rectified.

In addition to the above referenced sections of the Lease, Section 9 of the Lease states:

9. The Lessee shall comply with all requirements of all laws, orders and regulations of the federal, state, county and municipal authorities, with any direction of any public officer or officers, pursuant to law, which shall impose any duty upon the Lessor or Lessee with respect to the demised premises, or the use or occupation thereof or with respect to any building or improvements thereon erected by the Lessee.

The Humane Society has also violated Section 9 of the Lease within the past few months by failing to comply with the requirements of all laws, orders and regulations of the federal, state, county and municipal authorities, as follows:

1. Numerous German Shepard puppies died with no response from the Humane Society with some puppies taken from the shelter by St. Lucie County Animal, Safety, Service & Protection to an emergency clinic, in violation of *Fla. Stat.* §828.13(2)(c) and City Ordinance 4-24(b)(5).
2. An adult dog in Building A at the leased premises was neglected by the Humane Society which required that the dog be taken from the Humane Society by St. Lucie County Animal, Safety, Service & Protection to an emergency clinic in violation of *Fla. Stat.* §828.13(2)(c) and City Ordinance 4-24(b)(5).

3. A number of Boston Terrier puppies were sick while at the Humane Society with no response from the Humane Society. All puppies died in violation of *Fla. Stat. §828.13(2)(c)* and City Ordinance 4-24(b)(5).
4. Numerous other dogs which were in the care of the Humane Society were neglected during their care, including a dog named Levi with a cut foot, a dog named Bea that passed out, and dogs named Champ, Peach and Chloe that became lethargic, skinny and underweight in violation of City Ordinance 4-24(b)(5).
5. A Shih-tzu puppy was eaten by rats while in the care of the Humane Society and a Chihuahua puppy also died as a result of multiple rat bites while in the care of the Humane Society in violation of City Ordinance 4.24(b)(1).
6. A cat impounded by St. Lucie County Animal, Safety, Service & Protection was dropped in the cat rom at the Humane Society at 10:38 A.M., on June 26, 2019. At 5:30 P.M., the cat was still in the trap without food or water in violation of City Ordinance 4-24(b)(2).
7. The Humane Society has failed to properly register animals adopted by residents of the City in violation of City Ordinance 4-77(d).

All of the above numbered items are further defaults in the performance of the Lease which provides the City with the additional right to terminate the Lease.

I believe the information set forth herein is clear, however, you may contact me directly upon receipt of this correspondence in the event you have any questions.

PLEASE BE GOVERNED ACCORDINGLY.

Sincerely,

BRENNAN & KRETSCHMER

*Fred L. Kretschmer, Jr.*

By:

\_\_\_\_\_  
Fred L. Kretschmer, Jr.

FLK/cy

enclosures

cc: City of Ft. Pierce - City Attorney